# UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

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Oviado, AN individual; ) LC, A DELAMARE limited; Campany: Does, 1 through 50,	CASE NO. 11-CU-00010-B
TO THE CLERK:	
Please issue abstract	of Judgement.
	V
DATE: MARCH, 21, 2013	RICARDO A. Cample
*	Name 3966 Rene DR.
Date Issued: MARCH, 21, 2013	Address Diego. Ca 9
,	619-621-0461
	Telephone



## **United States District Court**

#### SOUTHERN DISTRICT OF CALIFORNIA

Ricardo A. Campbell, an individual	
	Civil Action No. 11-cv-00010-BTM-NLS
Plaint	iff,
V.	
Ledwin E. Oviedo, an individual; LOIG, LLC, A Delaware limited liability company; DOES, 1 through 50,	CLERK'S DEFAULT JUDGMENT IN A CIVIL CASE
inclusive Defenda	int.
<b>Decision by Court.</b> This action came before the C been rendered.	Court. The issues have been heard and a decision has
IT IS HEREBY ORDERED AND ADJUDGED:	
that judgment be entered in favor of Plaintiff and a	clear, the Court hereby Grants the motion and Orders
	I hereby attest and certify on 3 2 1 1 3
	That the foregoing document is a full, true and correct copy of the original on rile in my office and in my legal custody.
	CLERK U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA
	By TE Man Deputy
<b>Date:</b> 12/26/12	CLERK OF COURT
	W. SAMUEL HAMRICK, JR.
	By: s/ R. Uran
	R. Uran, Deputy

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### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

RICHARD A. CAMPBELL,

Plaintiff,

ORDER RE MOTION FOR

Case No. 11cv10-BTM (NLS)

LEDWIN OVIEDO, et al.,

٧.

Defendants.

JUDGMENT UPON DEFAULT OF SETTLEMENT AGREEMENT

On January 4, 2011, Plaintiff commenced this suit, alleging RICO violations, common law fraud, and common law conspiracy relating to a commission for a purchase of emeralds. On April 20, 2012, Plaintiff moved for judgment upon default of the settlement agreement. (ECF No. 42.) The motion consists of the parties' stipulation for entry of judgment and an affidavit by Plaintiff's counsel, Christopher A. Villasenor, stating that the terms had not been adhered to.

Under the stipulation, judgment would be satisfied as long as Defendants paid Plaintiff \$25,000 on or before April 2, 2012. (Id. at 2.) In the event that payment was not received by April 2, 2012, Defendants would be deemed in default, and Plaintiff would provide Defendants with a ten-day notice to cure. (Id.) If Defendants did not cure within the ten days, Plaintiff on the eleventh day could declare the entire unpaid balance immediately due and payable, and "judgment shall be immediately entered for the full judgment amount" of \$30,000, less any payments made by Defendants to Plaintiff, plus simple interest at the rate of 10% per annum, accruing from February 1, 2012. (Id.)

According Mr. Villasenor's affidavit, Defendants failed to pay \$25,000 on or before April 2, 2012, he sent them a Notice of Default the next day, and Defendants failed to cure the default within ten days. (ECF No. 42-1 at 1-2.)

On June 15, 2012, the Court set a motion hearing for July 27, 2012, with responses on the motion due by July 13, 2012 and replies due by July 20, 2012. (ECF No. 44.) No papers were filed by Plaintiff or Defendants.

Because Defendants have not objected to the entry of judgment in the eight months since the motion has been filed, and the terms of the stipulation are clear, the Court hereby **GRANTS** the motion and **ORDERS** that judgment be entered in favor of Plaintiff and against Defendants, jointly and severally, in the amount of \$30,000, plus simple interest at the rate of 10% per annum, accruing from February 1, 2012.

IT IS SO ORDERED.

DATED: December 26, 2012

BARRY TED MOSKOWITZ Chief Judge United States District Court

That the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

CLERK U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

By Xe Man Deputy